

**Department of General Administration
Division of Engineering and Architectural Services**

**LIMITED PUBLIC WORKS
INSTRUCTION MANUAL**

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1. Introduction

Engineering & Architectural Services (E&AS) has written this manual to aid our clients in performing Limited Public Works construction contracts.

Additional copies of this manual and sample forms are available on CD-ROM. The CD-ROM is formatted in Microsoft Word 7.0.

Questions regarding Limited Public Works procedures and requests for training should be directed to E&AS Contracts Manager at (360) 902-7239.

This manual should help you determine:

- What a Limited Public Works project is
- The difference between a public work and a maintenance project
- How E&AS clients obtain a blanket authority to do your own Limited Public Works contracting
- How to obtain design services
- How to put together a bidding document
- How to award a Limited Public Works construction contract
- How to administer your Limited Public Works project and close out your contract.

Defining a public works versus a maintenance project?

RCW 39.04.010 defines a public work project as “all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state...”

E&AS defines “ordinary maintenance” as work that you perform on a regular scheduled basis (weekly, monthly, annually, biannually, etc.)

Therefore, painting may be considered maintenance if done on a regularly scheduled bases as part of maintaining a facility.

Replacement of a faulty rooftop HVAC unit may be considered maintenance and may be purchased and installed through procurement methods if the HVAC unit is replaced with a like component. For example, if the new HVAC unit is the same size as the component being replaced, the thermostat control and the electrical

hook-up are the same amp/voltage, and the duct system will not require size modification, the replacement may be handled through the procurement process. Overall HVAC system alteration is considered Public Works.

Public Works projects involve structural alteration and repair, and may require a permit. Examples of public works projects may include:

- Remodeling an office space involving demolition of structural walls and adding or moving electrical wiring or plumbing.
- Adding new sidewalks on a campus
- Parking lot paving

Unscheduled carpet replacement for an office space generally must be bid as public works project, but in some cases carpet replacement may be a purchased service. For example, if carpet in a heavy traffic area is scheduled for replacement on a regular basis, it may be purchased and installed through the procurement process.

Please note that if you choose to do purchase/installation of material, Prevailing Wages must be paid on the installation of the material.

2. Public Works Authority

RCW 43.19.450 (4) states that General Administration, E&AS, shall contract on behalf of state agencies for new construction and major repair or alteration of state facilities in accordance with public works law.

E&AS delegates Limited Public Works authority to client agencies for public works construction projects. Clients who want this authority must write the Assistant Director of E&AS biennially and request it. Authority will be granted providing that the client agrees to take training from E&AS, abide by all the public works statutes and procedures detailed in this manual, and be subjected to a process review by E&AS.

3. Limited Public Works Limits

A Limited Public Works project can not exceed **\$35,000** in final construction cost. The \$35,000 includes all construction costs, but does not include state sales tax or design fees. Bids must be solicited from qualified firms utilizing E&AS' Small Works Roster.

4. The Small Works Roster

E&AS has created a roster of construction firms that you must use to solicit bids. The roster is accessed using the Internet. Go to site

<http://www.ga.wa.gov/eas/FIRMSlogin.htm>. Your login is your e-mail address. Your password is "firmslist."

E&AS maintains the firms data on the roster. Should you wish to add new firms to the roster, contact E&AS Contracts Section.

5. Creating a Bidding Document or "Bid Package"

The bid package consists of a scope of work, technical drawing(s), bid proposal form, short form general conditions and a request for bids transmittal. These documents when bundled together become your bid package that you send out to interested bidders.

Preparing the Bid Proposal Form

- **PROJECT NUMBER/TITLE:** Clearly identify the project number and title at the top of the bid proposal form. The title can be as simple as "Roof Replacement, Building 25."
- **TRENCH EXCAVATION:** If there is no trenching on your project, enter \$0.00 in the box.
- **BID ALTERNATES:** If required, identify all alternate bid items (additive/deductive). Delete all unused lines.
- **TIME FOR COMPLETION:** Stipulate the time for completion of the project. Insert the number of days that you anticipate it will take to substantially complete the work.
- **UNIT PRICES:** If required, list Unit Description, Estimated Quantity, and Measurement. The contractor will fill-in the additive and deductive unit prices. Delete the Unit Price section in its entirety if unit prices are not required.
- **Subcontractor Listing:** Delete the subcontractor listing section, as it will not apply to your project.
- **Apprenticeship Requirements:** Delete the apprenticeship section, as it does not apply to your project.

- **Liquidated Damages:** We recommend that you add at least a small amount of liquidated damages in the bid proposal form. It is likely that you will suffer some kind of damage if the contractor fails to complete the work of the contract in the specified number of days. These damages must be translated into a monetary amount which can give you some leverage with the contractor. The amount must be reasonable and you must be able to substantiate it. If you need assistance in determining an amount to use, please contact us.

Scope of Work

The scope of work that you write should be detailed enough to tell bidders what it is you want them to accomplish for you. The description of the work should contain the best possible references to existing conditions and/or any special requirements necessary to complete the work. Any as-built plans of your facility should be examined and details incorporated into a technical drawing of the work that you create.

Items to consider:

- Restrictions on working hours or days, noise, dust and utility disruptions
- Special conditions that may affect the contractor's ability to accomplish the work of your project, such as security or Owner occupied facility (students)
- Specific requirements of local jurisdictions such as parking requirements, fire safety issues, and concealed utilities

6. Design Development and/or Assistance in Writing a Scope of Work

If you need help with design or writing a scope of work, contact E&AS Contracts Section. If you need professional design services, E&AS has a list of On-Call consultants available to assist you. Contact E&AS Contracts Section to access these agreements. Our On-Call Consultant list includes: architectural, mechanical, structural, civil, and electrical design professionals. The cost for these services is generally the standard OFM hourly rate (time and expenses).

Permits

Prior to bidding the project, applicable permits must be obtained from local building jurisdictions. Permits can be picked up and paid for by you. If you are going to pick up and pay for the permits yourself, be sure to state that in your bidding documents.

You can have your construction contractor pick up the permits for you. If the contractor pays for it, you'll need to directly reimburse them for the expenditure.

7. Obtaining Bids from the Small Works Roster

The Small Works Roster is located on the Internet at <http://www.ga.wa.gov/eas/FIRMSlogin.htm>. Your login ID is your e-mail address. Your password is "firmslist". Follow the instructions to pull up a roster list of bidders for your project. If you have additional contractors you would like to add to your roster listing, contact E&AS Contracts Section at (360) 902-7272.

Minority and Women Business Enterprise

You must contact at least 5 bidders from the roster. Of the 5 bidders, one must be a Minority Business Enterprise and another a Women's Business Enterprise.

Once you have established your roster, notify all the contractors on your list via e-mail asking them if they would like to bid your project. Give them 24 hours to respond. Check-off those firms on your roster that do not respond to your e-mail. Send a bid package (by mail or e-mail) to all the responding contractors. Create a contract folder and insert your Small Works Roster listing and your comments into the file. You are building an audit trail, so it is important that you keep these papers in order.

Bid Package Assembly/Distribution

Assemble your bid package in the following order:

- Request for Bid transmittal (Section F)
- Instruction to Bidders (Section G)
- Bid Proposal (Section H)
- Short Form General Conditions (Section I)
- Supplemental Conditions (Section J)
- Prevailing Wages (L&I Web Site)
- Project Scope of Work (Owner or A/E)

Mail or e-mail the bid package to your bidders. The request for bids will tell bidders the date when bids are due back to you, and the date, time, and location of the pre-bid meeting if you choose to have one. Stipulate in the request for bids whether or not you will be accepting FAXED bid proposals. If so, list the FAX number and time period you will be accepting the FAXED bids.

Pre-Bid Walk-Through

We recommend a pre-bid meeting so contractors can ask questions and get clarifications about the project. Follow up the pre-bid meeting by issuing an Addendum to all bidders. The Addendum should state the questions that were asked at the pre-bid meeting and give the answers to the questions. This will help to ensure there is no misunderstanding about the scope of work of the project. The Addendum may be faxed to all bidders.

Postponing a Bid Submission Date or Time

The bid opening date or time can be changed by Addendum. The Addendum may be faxed out to all bidders.

Receiving Bids

Bids may be mailed to your office, or faxed if date and time for submission is established in the Request for Bid transmittal. Bids submitted later than the time stated in your Request for Bid solicitation should not be accepted.

If no bids are received you can re-bid using another Small Works Roster list. You will need to write a memo to the contract file stating that no bids were received from the first solicitation.

Bid Results

Record bid results on a bid tabulation summary sheet form (see appendices). Have another staff member verify bid results are correct and sign the form. A minimum of two agency staff are required to verify results as authentic.

Notify all bidders of bid results and explain that all bids are taken under advisement until contract award is made.

Bid Evaluation

Bids must be evaluated for compliance with your contract documents and the bidder's license must be verified for current registration with L&I, Contractor Registration. Verification can be made by phone by calling (360) 902-5226 or via Internet at <https://wws2.wa.gov/lni/bbip/contractor.asp>. If you discover that a contractor is unlicensed, you must reject the bid as non-responsive. Award of the contract is then made to the next low responsive bidder. The contractor submitting the lowest bid value for base bid and all selected alternates is the apparent low bidder.

If the low bid is greater than \$32,500, please to contact E&AS Contracts Manager at (360) 902-7239 for further instructions.

8. Contract Award

Fill in the construction contract (see appendices) from information provided by the bidder in the bid proposal form. The contract should be accompanied by a letter of transmittal, insurance coverage requirements and certificate of insurance form SF 500A, bond waiver form and retainage investment form.

Contract award may be delayed up to 60 days from the date of bid submission if necessary. After 60 days the contractor is no longer obligated to honor the bid values submitted and the project must be rebid or canceled.

Options for Bonding the Project

RCW 39.04.010 allows us to waive the requirement for payment and performance bond. If you choose to waive the bond requirement, you may assume all risk for the contractor's performance and payment of subcontractors and suppliers should the contractor default. Therefore, we strongly recommend you evaluate your risk carefully.

If you choose to waive the payment and performance bond coverage, have the contractor sign a bond waiver form. The bond waiver form allows you to retain up to 50% of the contract price. Forty-Five (45) days after the contract is accepted as complete, you may release the retained amount to the contractor, provided that any liens filed have been resolved. Contact E&AS Contract Section if you need assistance with lien issues.

9. Executing the Contract and Issuing a Notice to Proceed

The contractor is required to return the signed contract, insurance certificate, and bond waiver or bonds (if required) to you within 15 days after receipt of the contract. You may expedite the process by e-mailing, FAX, or hand carrying documents to the contractor. If the bidder fails to return the signed contract and associated documents within 15 days, you may terminate the award of the contract and proceed to the next low bidder. This action must be documented in writing and a copy kept for the contract file.

The contract must be verified for signature and the insurance certificate examined for the required coverage limits. You must also verify that you have the necessary funding to pay for the work of the contract. Once you are satisfied, have the contract signed by your contracting officer.

After the contract is signed, you will need to contact your contractor to establish a date of notice to proceed. This date is then memorialized in an official "Notice to Proceed" transmittal. Send the original Notice to Proceed to the contractor with a copy of the executed contract and instructions for billing/invoice vouchers. The original contract is retained by you in the contract file.

"Notice to Proceed" starts the "clock" of the contract time ticking toward Substantial Completion.

You need to fill out a Notice of Contract Award form and mail it to L&I, Labor and Industries Building, PO Box 44152, Olympia, WA 98504-4152. Keep a copy of the form for the contract file. This form notifies L&I to mail paperwork for the contractor to fill out and return to L&I. This paperwork will generate a "release" document from L&I that you will receive at contract close out.

Prevailing Wages

Prevailing Wages for the county in which the work is being performed is required to be paid on all Limited Public Works construction. Wage rates are available from L&I Industrial Statistician, PO Box 44540, Olympia, WA 98504. The phone number is (360) 902-

5300. The Internet site is
<http://www.lni.wa.gov/prevailingwage/>

Contractors must file an Intent to Pay Prevailing Wages form as well as an Affidavit of Wages Paid form. A copy of the approved intent form should be submitted to you with the contractor's first invoice voucher. The Affidavit is required to be submitted to you before final payment to the contractor is made.

In accordance with RCW 39.12.040, should your contractor set up a field office for a contract in excess of \$10,000 the contractor must post a copy of the approved "Intent to Pay Prevailing Wages" in a location visible to workers. If no field office exists, the contractor must post a copy of the wage statement in the contractor's local office and provide a copy to any employee upon request.

Keep these copies in the contract file.

If your contractor is a sole proprietor without employees, the Intent and Affidavits must still be filed. The forms will be filed listing "sole proprietor" under the "craft/trade" section of the forms. The wage section of the forms is left blank.

10. Processing the Contractor's Invoice for Payment

An "Application and Certificate for Payment on Contract" form SF 8254 must accompany each invoice voucher for payment you receive from the contractor. The first invoice voucher received must have an approved "Statement of Intent to Pay Prevailing Wages" form attached. You are required to withhold payment until the form is submitted. If the forms are submitted by the contractor correctly, you have 30 days to issue payment.

Depending on the retainage option selected, up to 50% retainage or no retainage may be deducted from the contractors progress payment.

11. Change Orders

Modifications to the contract are made by issuing a "change order." A change order must be issued when there is a material change to the contract. If the scope of work changes to delete or add work, a change order is

issued. If you give the contractor more days to complete the work a change order must be issued.

A contractor submitted request for a change order is known as a Change Order Proposal, or COP. The COP should be reviewed carefully to determine that prices, quantities and labor are accurate and reasonable. When you are satisfied that the COP is reasonable and have sufficient funding to cover the change, it should be executed into a change order and signed by your contracting officer. Copies of the executed document should be distributed to the contractor. You retain the original document in the contract file.

12. Closing Out the Contract

As the work of the contract is substantially completed, there will be items of work that need to be completed and corrected. These items should be placed on a list (known as a "punchlist") and given to the contractor for action. The project should not be finally accepted until the punchlist work has been completed.

Advertise Project Acceptance

When you have determined that all the work of the contract has been satisfactorily completed, you will need to issue a "Letter of Acceptance" to the contractor and "advertise" project acceptance in your local news paper or Seattle Daily Journal of Commerce. At the time of acceptance, the contractor must file a "Request for Release" form with L&I and an Affidavit of Wages Paid form. The approved Affidavit form should be submitted to you with the contractor's final invoice voucher.

Filing with Departments of Revenue and Employment Security

For contracts less than \$20,000 in value, you must complete and send to the Department of Employment Security a "Notice of Completion of Public Works Contract" form (see appendices).

For contracts over \$20,000, you must complete the "Notice of Completion of Public Works Contract" form and send it to the Department of Revenue.

This form will generate release letters that will come to you in the mail. Insert these documents into the contract file.

45 Day Lien Period

The statutory lien period commences on the date of acceptance of the contract. The lien period expires 45 days from the date of acceptance. If you receive any liens against the contract retainage, please contact E&AS Contracts Section to assist you in proceeding. If a retainage account has been established, contract retainage cannot be released until the 45 day lien period has expired, all liens have been resolved, and releases from L&I, Employment Security and Revenue (if contract is over \$20,000) have been received.

Document Storage/Archival

After the 45 day lien period has expired and final payment has been made, your contract file may be closed out. All project related documents should be assembled into the contract file and labeled with the Limited Public Works contract number. You must keep these documents on hand for at least six years. We recommend keeping them at your office for at least two years after project closeout. After that they can be stored at the state archives.

LIMITED PUBLIC WORKS PROJECT CHECKLIST

1. CALL E&AS FOR AN AUTHORITY NO. (360) 902-7232

2. ASSEMBLE BID PACKAGE, INCLUDING:
 - Cover Sheet w/project authority number, title and location
 - Table of Contents
 - Request for Bids
 - General Conditions (May be referenced in the specification if available for Contractor review)
 - Bid Proposal Form
 - Technical Specification w/ Detailed Project Scope of Work
 - Applicable Drawings

3. COMPILE A LIST OF CONTRACTORS USING THE SMALL WORKS ROSTER & OTHER CAPABLE, LICENSED FIRMS YOU MAY WANT TO BID THE PROJECT. (The list shall contain 1 MBE + 1 WBE + at least 3 OTHERS) = For a minimum of 5 Contractors
Submit final Bidders List to E&AS within 2 weeks of Solicitation

4. PLAN A PRE-BID MEETING. CREATE AN AGENDA
SEND BID PACKAGES TO INTERESTED CONTRACTORS
WITH NOTICE OF PRE-BID MEETING TIME AND DATE

5. HOLD PRE-BID MEETING

6. COMPILE CONTRACTOR QUESTIONS & ANSWERS INTO AN ADDENDUM TO CONTRACT DOCUMENTS.

7. DISTRIBUTE ADDENDUM TO ALL CONTRACTORS WHO RECEIVED A BID PACKAGE

8. RECEIVE AND OPEN BIDS:
(MINIMUM 2 staff present to open bids)
 - Record date, time and initials on all bids received upon receipt
 - Open bids with minimum 2 staff
 - Record bids on Bid Summary Sheet

9. NOTIFY ALL BIDDERS OF BID RESULTS

**DATE
COMPLETED**

10. PREPARE LPW CONTRACT

- Contract w/Bond Waiver/AIA Bond Form or Retainage Bond Form
- Letter of Transmittal
- Retainage Investment Form
- Transmittal to Insurance Agent attach Certificate of Insurance Form, Insurance Requirements, and Request for AIA Bond Form
- Summary of Procedures

11. SEND CONTRACT TO CONTRACTOR

12. RECEIVE CONTRACT BACK FROM CONTRACTOR

13. VERIFY CONTRACT REQUIREMENTS HAVE BEEN MET:

- No changes to document have been made by contractor
- Contract is signed
- Contractor is licensed
(call L & I Contractor Registration (360) 902-5226)
- Insurance certificate shows required coverage
- Insurance Effective Dates cover contract period
- Insurance Company is recognized by the Office of the Insurance Commissioner (phone (360) 407-0538)
- Payment and Performance Bond Waiver is signed/or
AIA Payment & Performance Bond is provided and/or
Retainage Bond Form

14. HAVE YOUR CONTRACTING OFFICER SIGN CONTRACT

15. GIVE CONTRACTOR NOTICE TO PROCEED

- Send Contractor NTP Transmittal
- Send Invoice Voucher forms/instructions
- Send L & I the Notice of Award

16. SEND COPY OF SIGNED CONTRACT, NTP TRANSMITTAL
AND L & I NOTICE OF AWARD LETTER TO E&AS

17. IF CHANGE ORDER REQUIRED:

- COMPLETE A COST ESTIMATE DETAIL SHEET AND
ATTACH TO COP AS BACKUP
(no back up required for C.O.s less than \$1,000.00)

18. HAVE CONTRACTING OFFICER SIGN THE COP

- Distribute Copy to Contractor
- Distribute Copy to E&AS
- Keep original Change Order for Agency File

19. RECEIVE CONTRACTOR'S FIRST INVOICE FOR PAYMENT

- Copy of Intent to pay prevailing wages received
- Verify/approve percentages claimed complete
- Approve invoice for payment

20. CONDUCT FINAL WALK THROUGH OF PROJECT

- Create Punchlist if necessary
- Verify Punchlist items are corrected
- Declare project complete/establish Acceptance Date
- Issue Acceptance Letter
- Copy to E&AS

21. SEND NOTICE OF COMPLETION OF PUBLIC WORKS

CONTRACT FORM :

- For contracts less than \$20,000, send directly to Employment Security
- For contracts over \$20,000, Send to Dept. of Revenue

22. FINAL PAYMENT

- Lien period has expired (45 days from the Acceptance Date*)
- Receive Affidavit of Wages Paid from Contractor
- Receive release from L & I
- Receive release from Employment Security
- Receive release from Dept. of Revenue for contracts over \$20,000

* If a lien is received during this period, notify E&AS

23. RELEASE CONTRACT RETAINAGE

Important Telephone Numbers

E&AS, Contracts Section (360) 902-7272

Employment Security, Compliance (360) 902-9620

Dept. of Revenue (360) 753-3830

L&I, Contractor Registration (360) 902-5226

www.wa.gov/lni/contractors

L & I Contracts Release (360) 902-4762

Insurance Commissioner (360) 407-0538

www.insurance.wa.gov

APPENDICES

Request for Bids

(Specify sealed or faxed) bid proposals will be accepted for the following project:

Public Works Contract No.: _____

Title: _____

Description of Project: _____

Agency Contact: _____

Address/Telephone/FAX: _____

Bids will be received on: _____

Bid Receipt Location or FAX No.: _____

Pre-bid Meeting/Walkthrough: _____

Please direct questions regarding this project to _____. Bid results will be available within 48 hours following bid receipt by contacting _____ at _____.

INSTRUCTIONS TO BIDDERS FOR WASHINGTON STATE FACILITIES CONSTRUCTION

PART 0 – GENERAL CONDITIONS

0.01 EXPLANATION TO PROSPECTIVE BIDDERS

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) 7 calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
- B. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

0.02 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided. **Bidders may submit their bids electronically through fax transmittal only if the Owner has listed the required time for bid submission and destination fax number in the Request For Bids.**
- B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.
- C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

- D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

0.03 BID GUARANTEE

- A. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, bid security is not required.

When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive.

- B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier's check made payable to the Washington State Treasurer.

The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The successful bidder's bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.

- C. The bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner.

The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the Owner may terminate the award of the contract.

- D. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:

1. Written notification is received by the Owner within 24 hours following bid opening.
2. The bidder provides written documentations of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening.

The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the bidder's request for withdrawal of its bid is approved, the bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the bidder's bid guarantee.

0.04

ADDITIVE OR DEDUCTIVE BID ITEMS

The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project.

The bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.

0.05 ACKNOWLEDGEMENT OF ADDENDA

Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

0.06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

0.07 BID AMOUNTS

- A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.
- B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.
- C. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.

0.08

TAXES

The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

[NOTE: Contractor must bond for contract amount plus the WSST.]

0.09 SUBMISSION OF BIDS

- A. Bid Proposals must be submitted on or before the time specified in the Request for Bids.
- B. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. The envelope shall have printed on the outside:
 - 1. The project number and description.
 - 2. The name and address of the bidder.
 - 3. Identification as Bid Proposal.

Bidders may submit their bids electronically through fax transmittal only if the Owner has listed the required time for bid submission and destination fax number in the Request For Bids.

- C. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
- D. A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.
- E. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

0.10 BID RESULTS

After the Bid Opening, Bidders may obtain bid results from the office of E&AS by calling (360) 902-7272 or by logging on to E&AS' web site: <http://www.ga.wa.gov/eas/easvend.htm>. Bid results may also be obtained from the A/E.

0.11 CONTRACT AWARD

- A. The Owner will evaluate bids.

- B. A bid will be considered responsive if it meets the following requirements:
1. It is received at the proper time and place.
 2. It meets the stated requirements of the bid proposal if applicable.
 3. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
 4. It is accompanied by a bid guarantee, if required.
- C. The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities.
- D. The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.
- E. The apparent low bidder, for purpose of award, shall be the responsive bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.
- F. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.

0.12 DOCUMENTS (ATTACHED)

- A. Advertisement for Bids
- B. Certificate of Insurance form
- C. Bid Proposal
- D. Washington State Prevailing Wage Rates

Project Name: _____

Project No. _____

Name of Contractor: _____

**STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
DIVISION OF ENGINEERING & ARCHITECTURAL SERVICES
206 GENERAL ADMINISTRATION BUILDING
OLYMPIA, WASHINGTON, 98504**

B I D P R O P O S A L

In compliance with the contract documents, the following bid proposal is submitted:

1) BASE BID (*Including Trench Excavation Safety Provisions*)

_____ \$ _____
(Please print dollar amount in space above) (do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS

\$ _____
(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid **and indicated above** for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

2) BID ALTERNATES (*Specify whether additive or deductive*)

(1) _____ \$ _____

(2) _____ \$ _____

(3) _____ \$ _____

Do not include Washington State Sales Tax **in alternate amounts.**

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Bid (and accepted alternates) within _____ calendar days after the date of Notice to Proceed.

Project Name: _____

Project No. _____

Name of Contractor: _____

UNIT PRICES (Where applicable) (Do not include Washington State Sales Tax)

Item No.	Unit Description	Estimated Quantities	Additive Unit Price	Deductive Unit Price	Per Measurement
1.			\$	\$	
2.			\$	\$	
3.			\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

The Owner reserves the right to accept or reject any or all unit prices within sixty (60) days of the bid date.

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum of \$_____ for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Name of Firm _____

NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.

Signed by _____, Official Capacity _____

Print Name _____

Address _____

City _____ State _____ Zip Code _____

Date _____ Telephone _____ FAX _____

State of WA Contractor's License No. _____ UBI No. _____

Federal Tax ID # _____ e-mail address: _____

SHORT FORM GENERAL CONDITIONS FOR WASHINGTON STATE PUBLIC WORKS PROJECTS

PART 1-GENERAL PROVISIONS

1.1 DEFINITIONS

- A. "Architect," "Engineer," or "A/E": A person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- B. "Claim": Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a change order or a request for equitable adjustment, as more fully set forth in Part 8.
- C. "Contract Documents": Advertisement for Bids, Instructions to Bidders, completed Bid Proposal forms, Short Form General Conditions, Supplemental Conditions, Public Works Contract, Drawings and Specifications, addenda and modifications thereto.
- D. "Contract Sum": Total amount payable by Owner to Contractor for completion of the Work.
- E. "Contract Time": Number of calendar days stated for achieving Substantial Completion.
- F. "Final Acceptance": Written acceptance from the Owner that the Work has been completed.
- G. "Final Completion": Work is fully and finally complete in accordance with the Contract Documents.
- H. "Notice to Proceed": Written notice from Owner that sets the date for Contract Time to begin.
- I. "Owner": State agency, institution, or its authorized representative with the authority to enter into, administer, and terminate the Work and make related determinations and findings.
- J. "Prior Occupancy": Owner's use of all or parts of the project before Substantial Completion.
- K. "Substantial Completion": Stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities, as

set forth in Section 6.7. All Work other than incidental corrective or punch list work shall have been completed.

- L. "Work": Construction and services required, including but not limited to, labor, materials, supplies, equipment, services, permits, manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.2 ORDER OF PRECEDENCE

Conflicts or inconsistencies in the Contract Documents shall be resolved by giving the documents precedence in the following order: signed Public Works Contract, including any change orders; Supplemental Conditions; Modifications to the General Conditions; General Conditions; Specifications--Division I provisions shall have precedence over other Divisions; Drawings-large scale over small scale drawings; signed and completed Form of Proposal; Instructions to Bidders; and Advertisement for Bids.

1.3 CONTRACTOR REPRESENTATIONS

Contractor makes the following representations to Owner:

- 1. The Contract Sum is reasonable compensation for the Work. Contract Time is adequate for the performance of the Work.
- 2. Contractor is financially solvent to complete the Work and perform obligations required by the Contract.
- 3. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract, and has experience and competence to do so.

PART 2-INSURANCE AND BONDS

2.1 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall obtain all the insurance required by the Contract Documents. Insurance coverage shall name the Owner as an additional insured. Companies writing the insurance shall be licensed to do business under Title 48 RCW. Contractor shall include in its bid the cost of all insurance and bonds required to complete the base bid work and accepted alternates. Insurance carriers shall be acceptable to Owner and Carrier's AB. Best rating shall be indicated on the insurance certificate.
- B. Contractor shall maintain the insurance coverage required by the Contract Documents during the Work and for one year after Final Acceptance. None of the insurance coverages may be cancelled or materially changed without 45 days prior notice to Owner.

2.2 REQUIRED COVERAGE AND LIMITS

- A. Required coverage shall be as follows:

1. Public Liability Insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of the execution of the Work under this Contract. Insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its representatives. Limits of liability insurance shall be:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-commercial operations)	1,000,000
Products-Commercial Operations Limit	1,000,000
Personal and Advertising Injury Limit	1,000,000
Fire Damage Limit (any one fire)	50,000
Medical Expense Limit (any one person)	5,000

2. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

3. Employers Liability on an occurrence basis in an amount not less than \$1,000,000 per occurrence.
4. Automobile Liability. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, the Contractor must include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
5. Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.). In addition to insurance coverage as outlined above, Contractor shall provide Environmental Impairment Liability insurance for the hazardous substance removal for \$500,000 each occurrence, \$1,000,000 aggregate, or \$1,000,000 each occurrence/aggregate bodily injury and property damage combined single limit. Insurance certificate must state that the insurer is covering hazardous substance removal. Should this insurance be secured on a "claims made" basis, the coverage must be continuously maintained for one year following Final Completion.
6. Workmen's Compensation coverage pursuant to the Washington State Industrial Insurance Act, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
7. Builder's Risk on an "all risk" basis, insuring against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, and debris removal including demolition resulting from the enforcement of any applicable legal requirements. Such insurance shall be in the amount of the Contract Sum including all change orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving buildings, Installation Floater is acceptable for the Builder's Risk Insurance. Owner and Contractor waive all subrogation rights against each other, any

Subcontractors, A/E, A/E's subconsultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2.3 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished by Contractor. No payment or performance bond is required if the Contract Sum is \$25,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

PART 3-TIME AND SCHEDULE

3.1 PROGRESS AND COMPLETION

Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.2 CONSTRUCTION SCHEDULE

A progress schedule satisfactory to Owner shall be submitted by Contractor within 7 days of the Notice to Proceed. Owner may withhold progress payments until a satisfactory schedule has been submitted. Contractor shall update the schedule as required to demonstrate the progress of the Work. If Contractor is not in conformance with the schedule, Contractor shall take such steps as are necessary to bring the actual completion dates of the Work into conformance with the schedule, and notify owner of Contractor's plans to do so.

3.3 OWNER'S RIGHT TO SUSPEND OR STOP THE WORK

Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed. Upon receipt of this notice, Contractor shall immediately suspend the Work and take all reasonable steps to minimize the costs of performance directly attributable to such suspension. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for any increases in the time or cost of performance directly attributable to the suspension, provided Contractor complies with all requirements set forth in Part 7.

If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, until satisfactory corrective action has been taken. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform.

3.4 DELAY

- A. No default by Owner or Contractor shall occur for any delay or failure of performance, other than the payment of money, if such delay or failure was caused by an act of Force Majeure. For changes in the time of performance directly attributable to an act of Force Majeure, Contractor shall be entitled to an equitable adjustment in the Contract Time, provided it makes a request for equitable adjustment according to Section 7.3. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- B. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of performance is changed due solely to the fault or negligence of Owner. For these equitable adjustments, Contractor must make a request according to Part 7. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance if caused by Contractor or anyone for whose acts Contractor is responsible.

- C. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay.

3.5 LABOR DISPUTES

Contractor shall notify Owner of any actual or potential labor dispute.

3.6 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated damages have been set in the Contract Documents for failure to achieve Substantial Completion of the Work within the Contract Time. The liquidated damage amounts are not a penalty but rather shall be construed as damages sustained by the Owner if Substantial Completion is not timely achieved. This liquidated damages amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain.
- B. If Contractor does not achieve Final Completion within the time set, actual damages may be assessed. Actual damages will be calculated on the related costs attributable to the project from the date when Final Completion should have been achieved.

PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.1 GENERAL

The intent of the specifications and drawings is to describe a complete project to be constructed. Contractor shall perform the Work required in accordance with the drawings, specifications and other provisions of the Contract Documents and provide work or materials which are clearly implied.

4.2 DISCREPANCIES

Anything mentioned in the specifications and not shown on the drawings, or vice versa, shall be of like effect as if shown or mentioned in both. If Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, Contractor shall notify Owner in writing before proceeding with the Work. Any questions about the interpretation of the Contract Documents shall be directed to the Owner.

4.3 PROJECT RECORD

Contractor shall maintain a Project Record consisting of Drawings and Specifications, noting actual conditions as constructed. Contractor shall submit the completed and finalized Project Record to Owner prior to Final Acceptance.

4.4 SUBMITTALS

Contractor shall submit shop drawings to Owner and review them for accuracy and completeness prior to submittal. Where required by law, the shop drawings shall be stamped by an appropriate professional licensed by the State of Washington. No work shall be performed by Contractor until Owner's review has been completed. Review by Owner does not relieve Contractor for responsibility for any errors or omissions in such shop drawings or for compliance with the Contract Documents.

PART 5-PERFORMANCE

5.1 CONTRACTOR CONTROL & SUPERVISION

Contractor shall supervise and direct the Work, using its best skill and attention. The Work shall be directly supervised by a competent superintendent satisfactory to Owner and who has authority to act for Contractor. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and shall disclose means and methods upon request of the Owner. Contractor's employees shall at all times, conduct business in a manner which assures fair, equal and nondiscriminatory treatment of all persons. Upon written request of Owner, Contractor shall remove any employee Owner deems incompetent, careless, or otherwise objectionable. Contractor shall ensure that its owner, employees, and subcontractors comply with the Ethics in Public Service Act, chapter 42.52 RCW.

5.2 PERMITS, FEES AND NOTICES

Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for execution and completion of the Work.

5.3 PATENTS AND ROYALTIES

Contractor is responsible for and shall pay all royalties and license fees.

5.4 PREVAILING WAGES

Contractor shall pay the applicable prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries (L&I). Contractor shall file a Statement of Intent to Pay Prevailing Wages with L&I and the Owner and send a copy of the approved Statement of Intent to Owner. Copies of the approved Statement of Intent shall be posted on the job site with the address and telephone number of the L&I Industrial Statistician where a complaint or inquiry concerning prevailing wages may be made. Contractor shall pay current L&I fees for filing the Statement of Intent and Affidavit of Wages Paid.

5.5 HOURS OF LABOR

Contractor shall comply with all applicable provisions of RCW 49.28.

5.6 NONDISCRIMINATION

Discrimination by Contractor in all phases of employment and contracting is prohibited by federal and State laws, rules and regulations.

5.7 SAFETY

Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall protect the lives and health of employees performing the Work and other persons, including the public, who may be affected by the Work; prevent damage to materials, supplies, and equipment; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property, or to protect them from damage, injury, or loss; Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Contractor shall keep records of and report to Owner all incidents resulting in traumatic injury, death, occupational disease or damage to property,

materials, supplies, or equipment. If hazardous chemicals are to be utilized on the project site, Contractor shall comply with the provisions of WAC 296-62. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians and all arrangements to care for such traffic shall be the Contractor's responsibilities. All expenses in the maintenance of traffic by way of detours shall be borne by Contractor. Nothing in this section shall be construed as imposing any duty upon Owner of control or responsibility over, project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its subcontractors, or the public.

5.8 OPERATIONS, MATERIAL HANDLING, STORAGE AREAS, AND PROTECTION OF STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

Contractor shall confine all operations, including storage of materials, to Owner-approved areas. Contractor shall use only established roadways or temporary roadways authorized by Owner. Contractor shall protect and be responsible for any damage or loss to the Work, to the materials and equipment, and to all existing structures, utilities and vegetation until the date of Substantial Completion. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any subcontractor.

5.9 PRIOR NOTICE OF EXCAVATION

Contractor shall provide prior notice of the scheduled commencement of excavation to all owners of underground facilities and utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown

physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly before conditions are disturbed and in no event later than 7 days after the first observance of the conditions. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefor as provided in Part 7.

5.11 MATERIAL AND EQUIPMENT

All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended.

5.12 TEMPORARY UTILITIES

Contractor shall arrange and pay for all necessary utilities necessary to complete the Work.

5.13 TESTS AND INSPECTION

Unless otherwise provided in the Contract Documents, Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall bear all costs of the inspections and testing. Contractor shall give Owner timely notice of testing and inspection.

5.14 CORRECTION OF NONCONFORMING WORK

It is the responsibility of Contractor to promptly correct, at its sole expense, and without change in the Contract Time or Contract Sum, Work found by Owner not to conform to the requirements of the Contract Documents. This obligation extends for one year after Substantial Completion or for one year after the commencement of any system warranties, or for one year from the date of repair or replacement of the nonconforming work.

5.15 CLEAN UP

Contractor shall at all times keep the project site, including hauling routes, infrastructures, utilities, and

storage areas, free from accumulations of waste materials. Upon completing the Work, Contractor shall leave the project site in a clean, neat and orderly condition satisfactory to Owner.

5.16 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work.

5.17 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the project site. Contractor shall reasonably cooperate with the other contractors and with Owner.

5.18 SUBCONTRACTORS AND SUPPLIERS

Seven (7) days after receiving the Notice to Proceed, and before submitting its first payment application, Contractor shall provide Owner a written list of the names, addresses and telephone numbers of all subcontractors and suppliers, Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection. Contractor shall require each subcontractor, so far as applicable to the Work to be performed by the subcontractor, to be bound to Contractor, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Contractor shall schedule, supervise, and coordinate the operations of all subcontractors and no subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents.

5.19 WARRANTY OF CONSTRUCTION

Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor. Contractor shall obtain and provide to Owner all warranties that would be given in normal commercial practice executed for the benefit of the Owner.

5.20 INDEMNIFICATION

Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or

death to persons and damage to property, caused by or resulting from the sole negligence of Contractor or any of its subcontractors; the concurrent negligence of Contractor, or any subcontractor, but only to the extent of the negligence of Contractor or such subcontractor; and the use of any design, process, or equipment which constitutes an infringement of any U.S. patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret or other intellectual property right. In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its subcontractors, sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6-PAYMENTS AND COMPLETION

6.1 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work. The Contract Sum shall include all taxes imposed by law and properly chargeable to the project, including sales tax.

6.2 SCHEDULE OF VALUES

Before submitting its first application for payment, Contractor shall submit to Owner for approval a schedule of values which shall include a breakdown allocating the total Contract Sum to each principle category of work, including appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the schedule of values.

6.3 APPLICATION FOR PAYMENT

At monthly intervals, Contractor shall submit to Owner an itemized application for payment for Work completed in accordance with the Contract Documents. Contractor may request payment for

materials delivered to the project site and suitably stored. Payment will not be made for materials stored off site.

6.4 PROGRESS PAYMENTS

Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed application for payment. Owner shall notify Contractor in accordance with RCW 39.76 if the application for payment does not comply with the requirements of the Contract Documents. From each progress payment Owner shall retain 5% in accordance with RCW 60.28.011.

6.5 PAYMENTS WITHHELD

Owner may withhold or, nullify the whole or part of any payment, for reasons including but not limited to:

1. Work not in accordance with the Contract Documents;
2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
3. Work by Owner to correct defective Work or complete the Work;
4. Failure to perform in accordance with the Contract Documents; or
5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.

6.6 RETAINAGE AND BOND CLAIM RIGHTS

RCW chapters 39.08, concerning payment and performance bonds and RCW 60.28 concerning retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.7 SUBSTANTIAL COMPLETION

Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner.

6.8 PRIOR OCCUPANCY

Owner may, with prior written notice to Contractor, take Prior Occupancy of the Work at any time prior to Substantial Completion. Owner shall be responsible for loss of or damage to the Work resulting from its Prior Occupancy. Contractor's one year duty to repair and any system warranties shall be established in writing by Owner.

6.9 FINAL COMPLETION, ACCEPTANCE AND PAYMENT

The date Final Completion is achieved shall be established by Owner in writing in the Final Acceptance notice. Prior to Final Acceptance, Contractor shall submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the public works bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents. Acceptance of final payment by Contractor, or any subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7—CHANGES

7.1 CHANGE IN THE WORK

The Owner may make changes in the Work, which shall be done by change order to the Contract Documents. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.2 or 7.3 respectively. Contractor shall not proceed with any change in the Work without Owner's approval. A Change Order shall be issued which shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to the Work covered by the Change Order.

7.2 CHANGE IN CONTRACT SUM

The Contract Sum shall only be changed by a Change Order. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum. If the Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible, or if the change is concurrently caused by Contractor and Owner, or if the change is caused by an act of Force Majeure, then no change in the Contract Sum shall be allowed.

Upon the occurrence of an event giving rise to a request for equitable adjustment in the Contract Sum, Contractor shall, within 7 days of the occurrence, provide written notice to Owner, and begin to keep and maintain complete, accurate and specific daily records. "Occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. The written notice shall describe the event, the potential impacts, and to the extent possible the amount of the adjustment in the Contract Sum requested. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

Within 30 days of the occurrence of the event, or such other time as Owner agrees in writing, Contractor shall submit additional supporting data for its request for equitable adjustment. Such data shall include at a minimum the itemized amount requested; the facts, circumstances, and analysis that confirms that Contractor suffered the damages claimed, that the damages relate to the event about which notice was provided, and that the Contract Documents provide entitlement to an equitable adjustment; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. If Contractor requests a change in the Contract Time as a result of the same event, then both requests for change in the Contract Sum and Contract Time shall be submitted together and Contractor shall demonstrate the impact to the critical path. Pending final resolution of any request, Contractor shall proceed diligently with performance of the Work.

Unless otherwise directed by Owner, Contractor shall use the fixed price method for determining the value of the Work or of a request for an equitable adjustment.

Contractor shall submit a complete itemization of the following costs:

1. Craft Labor Costs: Determined by multiplying the craft hours needed to perform the change in the Work by the hourly labor costs. The hourly labor costs shall be based on:
 - a. Basic Wages and Benefits. Hourly rates and benefits as stated on the L&I approved Statement of Intent to Pay Prevailing Wages. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed if a working supervisor's hours are included in the breakdown.
 - b. Worker's Insurance. Direct contributions to the State for industrial insurance, medical aid, and supplemental pension by the class and rates established by L&I.
 - c. Federal Insurance. Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - d. Safety. Cost incurred due to WISHA, which shall not exceed 2% of the sum of the amounts calculated in a, b, and c above.
 - e. Travel Allowance. Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
2. Material costs: Material costs shall be developed from actual known costs, supplier quotations or standard industry pricing guides and shall consider all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.
3. Equipment Costs: Itemization of the type of equipment and the estimated or actual length of time the equipment appropriate for the Work is or will be used on the change in the

Work. Costs will be allowed for equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be developed from the current edition of one of the following sources:

- a. AGC-WSDOT Equipment Rental Agreement, 1987 edition.
- b. UTC for trucks used on highways.
- c. NECA for equipment used on electrical work.
- d. Mechanical Contractors Association of America for equipment used on mechanical work.

The Date Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed 50% of the applicable rate.

4. Allowance for small tools, expendables & consumable supplies: Small tools are tools which cost \$250 or less and are furnished by the performing contractor. The maximum rate for small tools shall not exceed 3% of direct labor costs for Contractor and 5% of direct labor costs for Subcontractors. Expendables and consumable supplies must be itemized.
5. Subcontractor Costs: Payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. Subcontractors' cost of Work shall be calculated and itemized as prescribed herein for Contractor.
6. Allowance for Overhead: This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time and any other cost incidental to the change in the Work. This allowance shall be strictly limited in all cases an amount not to exceed the following:
 - a. For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

- b. For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - c. For Contractor, for any Work performed by its Subcontractor(s), 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - d. For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor and 2% of the remaining amount if any.
 - e. The cost to which overhead and profit is to be applied shall be determined in accordance with subsections 1-5 above.
7. Allowance for profit: This is an amount to be added to the cost of any change in Contract Sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.3. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- a. For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with subsections 1-4 above.
 - b. For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the Subcontractor cost developed in accordance with subsections 1-8.
8. Insurance or Bond Premium: The costs of any change or additional premium of Contractor's liability insurance and public works bond arising directly from the changed Work. The costs of any change in insurance or bond premium shall be added after overhead and profit are calculated in accordance with subsections 6 and 7 above.

If costs are to be determined on a time and material with a maximum not-to-exceed basis, Contractor shall submit costs for any change in the Work, supported by labor detailed on daily time sheets and invoices for materials.

7.3 CHANGE IN CONTRACT TIME

The Contract Time shall only be changed by a Change Order. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

Upon the occurrence of an event giving rise to a request for equitable adjustment in the Contract Time, Contractor shall, within 7 days of the occurrence, provide written notice to Owner, and begin to keep and maintain complete, accurate and specific daily records. Contractor shall not be entitled to any adjustment in the Contract Time for any events that occurred more than 7 days before Contractor's written notice to Owner. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

Within 30 days of the occurrence of the event, or such other time as Owner agrees in writing, Contractor shall submit additional supporting data for its request for equitable adjustment showing the amount of delay claimed; specific facts, circumstances, and analysis that Contractor suffered the delay claimed, that the delay claimed was actually a result of the event about which notice was provided, that the Contract Documents provide entitlement to an equitable adjustment; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. Any request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Pending final resolution of any request, Contractor shall proceed diligently with performance of the Work.

Contractor may request compensation for the cost of a change in Contract Time, subject to the following conditions:

1. The change in Contract Time shall solely be caused by the fault or negligence of Owner;
2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under Section 7.2;
3. Contractor shall provide proper written notice and supporting data;
4. Contractor shall establish the extent of the change in Contract Time; and

5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. cost of nonproductive field supervision or labor extended because of the delay;
 - b. cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. cost of temporary facilities or equipment rental extended because of the delay;
 - d. cost of insurance extended because of the delay; and
 - e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract Sum divided by the Contract Time for each day of the delay.

PART 8—CLAIMS AND DISPUTE RESOLUTION

8.1 CLAIMS PROCEDURE

If the parties fail to reach agreement on the terms of any Change Order, Contractor's only remedy shall be to file a Claim with Owner as provided in this section. Contractor must file any Claim prior to the date of Final Acceptance. Any Claim not brought within this time period shall be conclusively deemed to have been waived by the Contractor. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled.

A Claim submitted by Contractor shall be fully substantiated and documented and contain at a minimum the following information:

1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
2. The date on which facts arose which gave rise to the Claim;
3. The names of individuals knowledgeable about the Claim;
4. The specific provisions of the Contract Documents which support the Claim;
5. The identification of any documents and the substance of any oral communications that support the Claim;

6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in and in the detail required by Section 7.2; and
9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.

After Contractor has submitted a fully-documented Claim that complied with all the provisions of Part 8, Owner shall respond in writing with a decision to Contractor within 60 days from the date the Claim is received or such additional time as Owner provides in writing to Contractor. In reviewing Contractor's Claim, Owner may visit the Project site, request additional information, or perform an audit of Contractor's books and records as provided in Section 8.3. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision on the Claim shall be final and conclusive as to all matters set forth in the Claim unless Contractor follows the Dispute Resolution procedures in Section 8.2.

8.2 DISPUTE RESOLUTION

If Contractor disagrees with Owner's decision on the Claim, Contractor shall provide Owner a written demand for arbitration no later than 30 days after the date of Owner's decision on the Claim. Failure to demand arbitration within said 30-day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors. Contractor shall file the demand for arbitration with the American Arbitration Association (AAA) in Seattle

with a copy provided to Owner. The parties shall mediate under the Voluntary Construction Mediation Rules of the AAA before agreeing to an arbitration date. Disputes involving \$50,000 or less shall be conducted in accordance with the AAA's Northwest Region Expedited Commercial Arbitration Rules.

All Claims arising out of the Work, except claims by Owner against Contractor for latent defects, shall be resolved by arbitration. No independent legal action relating to or arising from the Work, except for claims for latent defects, shall be maintained.

Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.

If the parties resolve the Claim prior to arbitration award, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.3 CLAIMS AUDITS

All Claims filed by Contractor shall be subject to audit. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery. The records should include: daily time sheets and supervisor's daily reports; collective bargaining agreements; insurance, welfare and benefits records; payroll registers; earning records; payroll tax forms; material invoices, requisitions, and delivery confirmations; material cost distribution worksheet; equipment records; vendors', rental agencies', Subcontractors'', and agents' invoices; contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts; subcontractors' and agents' payment certificates; cancelled checks (payroll and vendor); job cost report, including monthly totals; job payroll ledger; planned resource loading schedules and summaries; general ledger; cash disbursements journal; financial statements for

all years reflecting the operations on the Work and if deemed appropriate by Owner, additional financial statements for 3 years preceding execution of the Work; depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others; all source documents if a source other than depreciation records is used to develop costs of Contractor's internal purposes in establishing the actual cost of owning and operating equipment; all nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim; work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and work sheets, software and all other documents used by Contractor to prepare its bid. Contractor and all Subcontractors shall make a good faith effort to cooperate with Owner's auditors.

PART 9—TERMINATION OF THE WORK

9.1 TERMINATION BY OWNER FOR CAUSE

Owner may, upon written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Contract for cause upon the occurrence of any one or more of the following events:

1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
6. Contractor materially disregards or fails to comply with laws, ordinances, rules,

regulations, or orders of any public authority having jurisdiction; or

7. Contractor is otherwise in material breach of any provision of the Contract Documents.

Upon termination, Owner may at its option:

1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work; and
2. Finish the Work by whatever other reasonable method it deems expedient.

Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided.

Termination of the Work for cause shall not relieve Contractor or its surety of any responsibilities for Work performed. When the Work is terminated for cause, Contractor shall take the actions in Section 9.2 and shall not be entitled to receive further payment until the Work is accepted.

If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.

If the Work is terminated for cause and it is later determined that none of the events listed herein exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.2.

9.2 TERMINATION BY OWNER FOR CONVENIENCE

Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.

Unless Owner directs otherwise, after Contractor receives a written notice of termination for either cause or convenience, Contractor shall promptly:

1. Stop performing Work on the date specified in the notice of termination;

2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated.
3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
6. Continue performance only to the extent not terminated.

If Owner terminates the Work or any portion for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.

If Owner terminates the Work or any portion for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10—MISCELLANEOUS PROVISIONS

10.1 GOVERNING LAW

The Contract Documents and the rights of the parties shall be governed by the laws of the State of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise agreed to by the parties.

10.2 ASSIGNMENT

Contractor shall not assign the Work without written consent of the Owner.

The Contract Documents shall not be construed to create a contractual relationship of any kind between A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.3 MEANING OF WORDS

Unless otherwise defined, Words used in the Contract Documents shall have their well-known technical or construction industry meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect of the date for submission of bids, except as may be otherwise specifically stated. Wherever in the drawing and specifications an article, device or piece of equipment is referred to in the singular, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.4 RIGHTS AND REMEDIES

No action or failure to act by Owner shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.5 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.6 RECORDS RETENTION

The wage, payroll, and costs records of Contractor, and its Subcontractors, and all records subject to audit shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.7 THIRD-PARTY AGREEMENTS

SUPPLEMENTAL CONDITIONS
FOR WASHINGTON STATE FACILITIES CONSTRUCTION
(Paragraphs keyed to the State's **Short Form General Conditions**)

- 2.2 **REQUIRED COVERAGE AND LIMITS** – Add the following paragraph after insurance breakdown (any one person).

For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

- 2.2 A.8 **INSTALLATION FLOATER** – Add the following after paragraph 2.2A.7:

“For projects not involving New Building Construction, ‘Installation Floater’ is an acceptable substitute for the Builder’s Risk Insurance.”

- 2.4 **Payment and Performance Bonds** – Add the following at the end of paragraph 2.4: AIA Payment Bond and Performance Bond forms A312 are required by the Owner for the work of this contract. These forms must be obtained from the Contractor’s bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

- 3.2 Replaces Section 3.2 – **CONSTRUCTION SCHEDULE**

The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor’s planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

- Date of Notice to Proceed;
- Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
- Utility Shutdowns;
- Interrelationships and dependence of activities;
- Planned vs. actual status for each activity;
- Substantial completion;
- Punch list;
- Final inspection;
- Final completion, and
- Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

3.4 D. DELAY – Add the following paragraph at the end of paragraph 3.4 C.

Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding ten years:

- A. Monthly rainfall in excess of the highest monthly rainfall experienced for the same month.
- B. Annual rainfall in excess of the highest annual rainfall experienced.
- C. Monthly snowfall in excess of the highest monthly snowfall experienced for the same month.
- D. Annual snowfall in excess of the highest annual snowfall experienced.
- E. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
- F. Average low temperatures for the winter months, lower than the lowest average temperatures experienced.

5.2 Replace Section 5.2 – PERMITS, FEES AND NOTICES

The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid *directly to the permitting agency by the Owner. Fees for these permits should not be included by the Contractor in his bid amount.*

The General Contractor shall submit copies of each valid permit required on the project to the Owner's representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

5.4 PREVAILING WAGES – Add the following at the end of the paragraph:

Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor's first application for payment. As additional subcontractors perform work on the project, their approved Intent forms shall be submitted with the Contractor's next application for payment.

The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.

5.7 Replaces 5.7 – SAFETY

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:
1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
 3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
 4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
 5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.

5.18 SUBCONTRACTORS AND SUPPLIERS – Add paragraph after last sentence:

Prior to submitting the third Application for Payment, Contractor shall furnish in writing to Owner on Owner provided form(s) the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in

excess of \$2,500.00. **The Contractor shall designate all subcontractor and supplier participants which they believe to be MBE or WBE owned businesses, or have identified themselves to the Contractor as MBE or WBE, or are Washington State OMWBE certified. The Contractor shall indicate the anticipated dollar value of each MWBE subcontract.** Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

7.1 CHANGE IN THE WORK – Add paragraph after last sentence:

The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.

A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

10.8 Add Part 10.8 – MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) PARTICIPATION

In Accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontractors/suppliers.

- A. When referred to in this Contract, the terms Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) will be as defined by OMWBE, WAC 326-02-030.
- B. The OMWBE has compiled a directory of certified firms. Copies of this directory may be obtained through the OMWBE. For information regarding the certification process or the certification status of a particular firm, contact:

The OMWBE, 406 South Water, P.O. Box 41160, Olympia, Washington 98504-1160, telephone (360) 753-9693.

C. Eligible MWBEs

All MWBE firms utilized for this project for voluntary MWBE goals must be certified by Washington State OMWBE.

D. MWBE Voluntary Goals

The Owner has established voluntary goals for MWBE participation for this project. The voluntary goals are set forth in the Advertisement for Bids.

- E. If any part of the contract, including the supply of materials and equipment, is anticipated to be subcontracted, then prior to receipt of the first payment, Contractor shall submit, pursuant to Section 5.20 A, a list of all subcontractors/suppliers it intends to use, designate whether any of the subcontractors/suppliers are MWBE firms, indicate the anticipated dollar value of each MWBE subcontract, and provide Tax Identification Number (TIN).
- F. If any part of the contract, including the supply of materials and equipment is actually subcontracted during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents, the Contractor shall submit a statement of participation indicating what MWBEs were used and the dollar value of their subcontracts.
- G. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.
- H. The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract, as well as any efforts the Contractor makes to increase the participation of MWBEs as listed in section I below. The Contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The state shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- I. Bidders shall advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from MWBEs. Bidders shall provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.

- J. Contractors shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.
- K. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

Short Form Supplemental Conditions/WORDHOLD

Bid Proposal - Summary Sheet



Project Name	Project. #	Date	Bid Opening Time	Time verified by
Agency	Project Manager, Phone		Location	

Contracts Specialist, Phone	A/E Firm	Phone	Fax
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NAME OF FIRM		BASE BID	Bid Alternates					Day	ADD	Bond		Sub
			1	2	3	4	5	Rqd	Rcvd	Check		List
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
PROJECT ESTIMATE												

RECORDER'S SIGNATURE

PROPOSAL READER'S SIGNATURE

<div><div>Bid Alternates</div><div>Additive (Deductive)</div></div>										
	Name of Firm	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
	PROJECT ESTIMATE									

Contract No. _____

Project _____

Agency _____

Date _____

STATE OF WASHINGTON
LIMITED PUBLIC WORKS CONTRACT

For _____ (*enter description of work*)

THIS CONTRACT, made and entered into this ____ day of ____, 20__, shall be the agreed basis of performing the following work by and between the State of Washington, (*enter name of your agency here*), referred to as the Owner, and

Telephone
Fax

hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said Contractor agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Project No. _____ (*enter contract number here*)
_____ (*description of the work*)

Prepared by: _____
_____, (____) ____-____, (*enter your agency division title, addresss, telephone and fax no.*) according to the terms of the contract documents shall include, if applicable, Request for Bids form, Instruction to Bidders, General Conditions, Supplemental Conditions, Bid Proposal, Technical Specifications, Drawings, and Exhibits, and all modifications incorporated in the documents and this Contract.

SECOND: Time for Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be completed within _____ (*enter days to complete work*) consecutive days after the date of notice to proceed.

THIRD: In consideration of the Performance of the work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$_____, plus ____% State Sales Tax and consisting of the following:

BASE BID	\$__
ALTERNATE BID NO. _	\$__
TOTAL CONTRACT AMOUNT	\$__

IN WITNESS WHEREOF: The Owner, has caused this Contract to be subscribed in its behalf, and the said Contractor has signed this Contract the day and year first above written.

Contractor:

Owner:

_____ (*enter agency name*)

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Washington State Contractor's
License No. _____

CONTRACTOR'S OPTION: Payment and Performance Bond Waiver

It is hereby requested that the payment and performance bond requirement be waived for the subject contract, and 50% of the amount of the contract withheld for a period of forty-five (45) days after the date of final acceptance, and/or until receipt of all necessary releases from the Department of Labor and Industries, and Department of Employment Security, and settlement of any liens filed under Chapter 60.28. RCW, whichever is latest, as set forth in RCW 39.08.

Contractor _____

Signature _____

Name/Title _____

Date _____

RE: Contract No. ____

Enclosed are the following documents:

State of Washington Limited Public Works Contract
Insurance Requirements for Limited Public Works Contract
Performance Bond Waiver
Retainage Investment Option

Please sign the enclosed contract and return it along with your certificate of insurance and completed retainage investment form and bond waiver form. Please return these documents to this office as soon as possible. Failure to do so may result in termination of contract award.

Transmittal of the contract for signature and request for insurance, bond or bond waiver does not obligate (*enter your agency name here*) to proceed with award of a contract. This contract is not binding upon (*enter your agency name here*) until it has been duly signed by E&AS' contracting officer.

Should you have any questions, please contact me at (*enter your phone # here*).

Sincerely,

your name
title

Enclosures

cc: E&AS, Contracts Section

RETAINAGE INVESTMENT

Contractor _____

Contract No. _____

Description _____

Owner _____

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to *(enter your agency name here)*.

Should you desire to have the retained monies invested, it will be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company and the Owner.

CONTRACTOR'S OPTION

(Check One)

_____ ☐ I **do not** request retainage on the above contract to be invested.

_____ ☐ I hereby request retainage on the above contract to be invested.

_____/Date_____

Title

TO: Insurance Agent for

RE: Contract No. _____

The bid documents for this contract require that (**_contractor's name_**) provide the State of Washington with a signed contract, bond and insurance within 15 days of receipt. Failure to meet this deadline may cause the state to terminate the award of this contract. It is therefore essential that you provide us with a Certificate of Insurance as soon as possible.

To assist you, we are attaching a copy of the insurance coverage required for this contract and a copy of the required state insurance certificate. If you would care to fax us a preview copy of the insurance certificate, please do so. Our fax number is (360) 586-3220.

Should you have questions or concerns, please contact me at (360)-____-____. Thank you for your assistance.

Sincerely,

Contracts Specialist

____:____

Attachments



INSURED (Legal name and business address)	CERTIFICATE HOLDER: STATE OF WASHINGTON	CONTRACT NUMBER
	DEPT. OF GENERAL ADMINISTRATION	
	DIVISION OF E&A SERVICES	
	206 GENERAL ADMINISTRATION BUILDING	
	OLYMPIA, WA 98504	DATE ISSUED:

PROJECT DESCRIPTION/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				General Aggregate	
	<input type="checkbox"/> Commercial General Liability				Products Comp/Ops Aggregate	
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Personal & Advertising Injury	
	<input type="checkbox"/> Owner's & Contractors Protective				Each Occurrence	
	<input type="checkbox"/> Deductible \$				Fire Damage (Any One Fire)	
					Medical Expense (Any One Person)	
	AUTOMOBILE LIABILITY				CSL	\$
	<input type="checkbox"/> Any Auto				Bodily Injury (per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage	\$
	<input type="checkbox"/> Hired Autos					
	<input type="checkbox"/> Non-Owned Autos					
	EXCESS LIABILITY				Each Occurrence	Aggregate
	<input type="checkbox"/> Other Than Umbrella Form				\$	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					\$ (Each Accident)	
					\$ (Disease Policy Limit)	
					\$ (Disease-Each Employee)	
	OTHER					

ADDITIONAL PROVISIONS

The State of Washington is included as additional insured as related to the above mentioned project.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than a 45 days written notice to the above Certificate Holder, per RCW 48.18.290.

COMPANIES AFFORDING COVERAGES		ISSUING COMPANY, AGENT OR REPRESENTATIVE	
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed.		Name:	
Company Letter	A	Address:	
	B		
	C	Authorized Signature	
	D	Title	
	E	Signature Date	
		Signee Name	
		Telephone No	

contractor

RE: Contract No. _____

NOTICE TO PROCEED

This is your official notice to proceed with the work of our contract on _____. Enclosed are copies of our executed contract, invoice voucher forms, and instructions.

Please complete and have approved by L & I the "Intent to Pay Prevailing Wages" forms for yourself and any Subcontractors. These forms must be submitted to me with your first invoice voucher.

In accordance with the "General Conditions PART 5.20", the Contractor shall provide to the Owner the completed Sub/Supplier List and Statement of MWBE Participation form as found in the Instructions for Submittal of Contractor Invoice for Payment, prior to or with the third Application for Payment. Failure to do so may result in Owner withholding payment. Invoice voucher forms and instructions can be obtained at <http://www.ga.wa.gov/eas/doc-form.htm>.

Under the provisions of 5.20 of the *General Conditions for Washington State Facility Construction*, you are required to provide us with a list of all subcontractors who will be participating in the project. Include the dollar values, tax identification numbers, and MWBE participation. Please forward this list to E&AS, Contracts Section, attn.: Roland Orr, on or before the third progress payment request.

Should you have any questions or concerns, please call me at (360) 902-____.

____:____

Enclosures

cc: E&AS, Contracts Section

DIVISION OF ENGINEERING & ARCHITECTURAL SERVICES

AGENCY _____

CONTRACT NO. _____

CO

COP No. _____

CONTRACT **CHANGE ORDER**

PROJECT TITLE _____

PROPOSAL REQUEST

TO: _____ CONTRACTOR _____ PROPOSAL REQUEST DATE _____
You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to.

REASON FOR CHANGE _____

DATE PROPOSAL REQUIRED _____

CHANGE ORIGINATED BY _____

PROPOSAL REQUESTED BY _____

CONTRACTOR PROPOSAL

WE PROPOSE TO PERFORM ALL CHANGES DESCRIBED IN THE PROPOSAL REQUEST FOR:

TO: _____ (A/E) TO: _____ PM (E&AS)

CONTRACT PRICE CHANGE: ☐ NO CHANGE ☐ INCREASE ☐ DECREASE

OF _____

(Washington State Sales Tax Not Included)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

CONTRACT COMPLETION DATE: ☐ NO CHANGE ☐ INCREASE ☐ DECREASE OF _____ CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect. We understand that work shall not begin prior to authorization.

CONTRACTOR

BY _____

DATE _____

RECOMMENDATION

TO: STATE OF WASHINGTON

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

A/E _____

DATE _____

E&AS COST VERIFICATION _____

DATE _____

AGENCY _____

DATE _____

E&AS PROJECT MANAGER _____

DATE _____

AUTHORIZATION

CONTRACT SUMMARY (BY E&AS)

ORIGINAL CONTRACT SUM _____

PREVIOUS TOTAL _____

PREVIOUS ADDITIONS _____

CHANGE AMOUNT _____

PREVIOUS DEDUCTIONS _____

NEW TOTAL _____

NEW CONTRACT COMPLETION DATE _____

DAYS

PERCENT CHANGE FROM ORIGINAL CONTRACT AMOUNT _____

☐ The final amount of this change order differs from the cost proposal. Invoices incorporating this change order constitutes acceptance by the contractor as total reimbursement due in connection with this change order.

The State of Washington hereby accepts the foregoing proposal and authorizes the performance of the changes specified. This constitutes a change order to the contract only when authorizing signature is affixed.

AUTHORIZING SIGNATURE _____

DATE _____

FA

AGENCY _____

PROJECT TITLE _____

CONSTRUCTION **FIELD AUTHORIZATION**

WORK DESCRIPTION AND MAXIMUM COST

TO: _____ DATE _____
When authorized by E&AS, you are directed to proceed with work as described below and/or detailed on the attachments referred hereto:

REASON FOR CHANGE _____

CHANGE ORIGINATED BY _____ (name) _____ (company)

It is our opinion that this work will result in a change to the contract. You are authorized as follows:

☐ **INCREASE** **TO THE CONTRACT AMOUNT WITHIN THE MAXIMUM COST OF:**
☐ **NO CHANGE**
☐ **DECREASE** _____ \$

CONTRACT COMPLETION DATE: ☐ INCREASE ☐ NO CHANGE ☐ DECREASE OF _____ CALENDAR DAYS

Payment for work authorized by this FA will not be made prior to incorporation of this FA into a Change Order.

DATE COST DATA REQUIRED BY _____ (DATE).

COST COLLECTION

Cost data required by one of the following methods in accordance with the General and Supplemental Conditions.

☐ **UNIT PRICE** _____ (Method of Measurement)
☐ **DETAILED COST BREAKDOWN**
☐ **ACTUAL COST:** T&M with daily work sheets that list the name, trade, firm, hours, itemized materials, equipment and other job related costs. Contractor must obtain verification of hours from _____ within _____ days from the day work was performed. (Owner's Rep.)

The above amount covers the maximum amount required in connection with the change.

DIRECTION TO PROCEE

ACCEPTED BY _____ CONTRACTOR _____ DATE _____

We have carefully examined this proposal and find the maximum cost to be reasonable.

APPROVED BY _____ A/E _____ DATE _____

FUNDING VERIFICATION BY _____ AGENCY _____ DATE _____

AUTHORIZED BY _____ E&AS _____ DATE _____

The final cost breakdown has been examined and is reasonable.

COST VERIFICATION _____ E&AS _____ DATE _____

Instructions for Submittal of Contractor Invoice for Payment

Proper preparation of invoice vouchers is necessary to ensure prompt payment by the State of Washington. Failure to properly fill out the forms and provide tax identification numbers may result in delay of your payment. Any questions you have regarding invoicing should be directed to your Engineering and Architectural Services (E&AS) project manager. Your E&AS project manager can be reached by calling him or her directly or by calling the office number at (360) 902-7272.

“When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor’s interest therein.” RCW 39.04.250.

Also, following your written Notice to Proceed with the work of the contract, you will receive a set of forms by U.S. Mail from the Department of Labor and Industries (L&I). Prepare and file the Intent to Pay Prevailing Wages forms with L&I as soon as possible. A copy of the approved Intent to Pay Prevailing Wages forms must accompany or precede the submittal of your invoice.

Enclosed is a workbook with copies of the following forms and a disk with the same forms in a Microsoft Excel 97 workbook. The workbook is titled CONTRACT-INVOICE 2-3-03.

<i>Page</i>	<i>Explanation</i>
Invoice	Contractor Invoice Voucher, State form A19-2AE2
Application	Application for Payment
Escrow	Contractor Escrow Invoice Voucher, State form A19-2AE3
Certificate	Certificate of Material stored on job site
Sub List	Subcontractor / Supplier List and Statement of MWBE Participation
Apprentice	Statement of Apprenticeship Participation

Preparing an invoice for payment utilizing Microsoft Excel:

1. Open the EXCEL Workbook "CONTRACT-INVOICE 2-3-03", and 'save as' wherever you chose, using whatever name you choose.
2. The screen showing the workbook contents should come up with the files or pages listed above. The cells that need to be filled in by you are in blue. If no information is needed for a particular cell, move the cursor to that cell and delete the cell contents.
3. **Invoice**
 - A. On the Invoice Voucher page, fill in the Agency Name, E&AS project manager name, your firm name and address, contract number, invoice date, invoice number, federal tax identification number, and the title of the person signing the form.
 - B. Next fill in the Washington State Sales Tax for the project location. The remainder of the invoice page will be automatically filled in as the Application for Payment page is completed.

4. **Application** -- Open the Application for Payment, and fill in the payment period dates, project name and location.
- A. The Schedule of Values portion is shown as an example only. This information needs to be reviewed with and approved by the A/E consultant prior to inclusion. On large projects this page may be used as a summary sheet or additional lines may be added. That is up to you and the A/E. The information needed may be on one page or several pages but needs to be complete and accurate. Verify that the subtotal of the Estimated Value column is the Original Contract Amount before including change order amounts. This number will show at the top of the sheet as the Original Contract Amount.
- B. The calculations for the “this invoice” column and the bottom of the page should be automatic. If you have added rows you should check the formulas at the bottom to verify that all sums are accurate.
- C. The "by" indication requires the signature of a contracting agent of the contractor's firm. Sign it after making the required copies.
5. **Escrow Invoice** -- If you have chosen to have the retainage held in an Escrow account, go to the Escrow Invoice Voucher. Add the Escrow agent's name and address, and the Escrow Agreement number.
6. **Certificate** -- The Certificate for Materials stored on job site provides for you to be paid for materials stored on the job site that are not yet incorporated into the work.
7. **Sub List** -- The Subcontractor/Supplier List and Statement of MWBE Participation is to be submitted with the **third** and **final** invoices. When you open the Sub List all the information at the top of the page should have been filled in automatically from the previous pages.
- **In the box provided, please indicate if your firm is M or WBE.**
 - For each subcontractor or supplier provide the name, address, telephone number and Federal ID Number.
 - In the column indicated M or WBE identify each firm you believe to be a Minority or Women owned firm by using M or MBE, or W or WBE. They are not required to be certified.
 - In the Start of Contract Proposed Cost column include the dollar amount of that subcontract.
 - For the Final Invoice complete the remaining M or WBE and Actual Cost columns.
- The sheet only shows spaces for 9 subs but can be expanded to as many as desired by using the EXCEL “unhide” feature.
- Scroll down the page while looking at the line numbering along the left side. Using the mouse, highlight number 35, hold down the Shift key and highlight number 312.
 - Using the mouse click the right mouse button, scroll up to and click on “unhide”.
 - The sheet will open up to provide space for about 90 subcontractors.
 - When the subcontractors have all been added to the list highlight the unused rows and again using the right mouse button click on “hide”.
 - The sheet will print as many pages as needed to include all the subs entered and still total correctly at the bottom.
8. **Apprentice** -- The Statement of Apprentice/Journeymen Participation form is required on all applicable projects where indicated in the Advertisement for Bids and as outlined in the

Instructions to Bidders, paragraph 0.01 C. The lists for both Apprentice and Journeymen are expandable by using the “unhide feature similar to the “Sub List”.

Where to send your completed voucher packet:

Please check all the numbers, review the completeness of your invoice package for submittal, and sign the Invoice, Escrow and Application pages. The package must include: Invoice form and Application for Payment. It may also include your Escrow Invoice if that option was selected, Certificate of Materials stored, and may include Intent to Pay Prevailing Wage forms.

If this is your final invoice for release of retainage, your Statement of MWBE Participation and approved Affidavits of Wages Paid must either accompany this invoice or they must have been previously submitted to Engineering and Architectural Services. Please submit your invoice voucher package in quadruplicate. We recommend that you prepare one set of the necessary forms, make 3 photocopy sets and then sign all four sets. All four sets must have original signatures. Then submit the four copies of the completed, assembled, and signed invoice package to the A/E consultant firm for approval. The A/E will review, and return the invoice package to you for revision if not acceptable, or approve and forward it to E&AS for approval.

Note: Occasionally during the life of a contract the tax rate changes, should that happen please use the following for making **Tax Adjustments**:

1. **Invoice** -- Invoice Voucher page, on the row addressing Tax, leave the sales tax percentage as it was when the contract was signed. After the words “Washington State Sales Tax” add in bold print “**PLUS ADJUSTMENT**”, to show that an adjustment has been made.
2. **Application** -- Application for Payment, on the row addressing tax, between the % and SALES TAX, add “PLUS ADJ”.
 - A. Additional tax row – in the C-column, insert the amount of the tax increase, e.g., if the tax rate increased from 8.1% to 8.5%, use 0.004. In the D-column add the date of the tax increase. In the I-column insert the amount of adjustment previously claimed, if any.
 - B. Tax row – in the G-column (amount earned), add the adjustment amount of the estimated value column to the SUBTOTAL amount of the estimated value column times the previous tax rate. *The formula should look like =ROUND(G100*TAX,2)+E106+I106.* In the I-column, add the previously claimed adjustment amount to the previously claimed SUBTOTAL times the previous tax rate. *The formula should look like =ROUND(I101*TAX,2)+I106.*

STATE OF WASHINGTON CERTIFICATE FOR MATERIAL STORED ON JOB SITE

(This certificate is attached to and becomes a part of the "Application and Certificate for payment on Contract" whenever a claim is made for material stored on the job site.)

CERTIFICATE: For period from: date to date

Contract for: **project title**

Date: **date**

Location: **project location**

Certificate No.: **inv. no.**

Contractor: Construction Company

Contract No.: 2000-000G(1-1)

[illegible]

The above amounts are included under the corresponding item numbers of the "Application and Certificate for payment on Contract

Construction Company

(Contracting Firm)

(Supervising Architect or Engineer)

By _____

SIGN IN INK

By _____

SIGN IN INK

Sub/Supplier List and Statement of MWBE Participation	
---	--

Contract Title:	<u>project title</u>	Original Contract Amount:	<u>\$0.00</u>	Contract No.:	<u>2000-000G(1-1)</u>
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Contract No.: 2000-000G(1-1)

Is your firm a self identified M or WBE firm?

Date: date

Total Dollar Amount	Minority Business Enterprise	MBE	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Total Dollar Amount	Women Business Enterprise	WBE	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Total Dollar Amount	Neither Minority nor Women Business	Other	#DIV/0!	\$0.00	#DIV/0!	\$0.00

Title _____

Date _____

July 2003

Proposed						
M	W	O		M	W	O
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

Actual						
M	W	O		M	W	O
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
0	0	1		\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

—

contractor
—
—

RE: Contract No. —
—
—

This is to advise you that the above contract with your company has been accepted in accordance with the terms of the contract documents.

Pursuant to the provisions of Section 60.28.010, RCW, referencing lien laws of public works contracts, the construction contract acceptance date is _____. The final contract value is \$_____, not including Washington State sales tax.

Forty-five days from the date of acceptance, your retainage will be released, provided that any liens received have been satisfied and the necessary releases from the Departments of Labor and Industries, Revenue, and Employment Security have been received.

You are reminded to submit an approved "Affidavit of Wages Paid" form with your final invoice.

Should you have any questions or concerns regarding this matter, please call me at (360) ____ - ____.

Sincerely,

pm
title

—:—

cc: agency
consultant
lien claimant
bond co. and bond #

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

The State of Washington, (agency), acting by and through the Department of General Administration, Division of Engineering & Architectural Services, hereby advises all interested parties that Contract No. _____, for (project description), (location), with (contractors name and address), has been accepted as of _____ (See acceptance date on lien log).

The lien period for filing any liens against this contract's retained percentage is now in effect. Any liens filed after _____ (date – count 45 calendar days from acceptance date) shall be filed as not valid.

State of Washington
Department of General Administration
Division of Engineering & Architectural Services

conacc